REMARKS

In the Office Action mailed December 12, 2007, (hereinafter, "Office Action"), the Examiner rejected claims 1-30 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,970,478 to Walker et al. (hereinafter, "*Walker*").

By this response, Applicants hereby amend claim 1, 6, 11, and 26. No new matter has been added. Accordingly, claims 1-30 are currently pending.

Based on the foregoing amendments and following remarks, Applicants respectfully traverse the rejection of claims 1-30 under 35 U.S.C. § 102(b), and request the timely allowance of the pending claims.

I.   Rejection of Claims 1-30 Under 35 U.S.C. § 102(b)

Applicants respectfully traverse the rejection of claims 1-30 under 35 U.S.C. § 102(b) as being anticipated by *Walker*. "A proper anticipation rejection requires that "each and every element set forth in the claim be found, either expressly or inherently described, in a single prior art reference." *M.P.E.P.* § 2131. In addition, "[t]he elements must be arranged as required by the claim . . . ." *Id.* (emphasis added). Applicants respectfully submit that *Walker* fails to disclose all of the subject matter recited in independent claims 1, 6, 11, 22, 25, and 28, and also fails to disclose the elements as arranged by the independent claims.

Walker discloses "a method, apparatus, and program for modifying the terms of existing credit accounts and customizing the terms of new credit accounts to meet specific customer needs." *Walker,* col. 1, ll. 7-9. According to Walker, "[t]he process starts when a customer contacts a bank agent in step S1." *Id.* at col. 5, ll. 39-40. "The customer provides customer information . . . [preferably including] an account identifier

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that uniquely specifies a particular credit card account." *Id.* at col. 5, ll. 40-43. "The customer selects the new credit card parameters he wants to have in step S3 . . . [and the] credit card parameters and customer information are then transmitted to the central controller 20 in step S5." *Id.* at col. 5, ll. 43-49. "[T]he central controller 20 then calculates the price of modifying the account in step S13 based on the credit card parameters received from the agent terminal along with the customer parameters from the customer database 27b." *Id.* at col. 6, ll. 48-52. According to Walker, "the phrase 'calculating the price', or equivalent phraseology [is] used herein to describe an exchange of value for a change in credit terms . . . ." *Id.* at col. 8, ll. 14-16.

"Once the price information has been calculated, it is transmitted to the customer in step S14." *Id.* at col. 8, ll. 6-7. "After the price information is transmitted to the customer in step S14, the customer decides whether the price is acceptable in step S15." *Id.* at col. 8, ll. 22-24. "If [the customer] accepts the price for modifying his account, the system can process the sale by charging the customer's credit card, in step S16." *Id.* at col. 8, ll. 24-26. "If the customer decides that the account price is not acceptable during step S15, the customer is given a chance to revise the **initially selected** credit card parameters in step S18." *Id.* at col. 8, ll. 40-43 (emphasis added). Thus, in *Walker*, the customer is not requested to further define the originally selected credit card parameters. Instead, the customer changes the initially selected parameters to entirely different parameters.

In contrast, claim 1 recites, *inter alia*, "receiving account preference information from the applicant," "recommending at least one first financial account product to the applicant based on the received account preference information," "providing to the

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applicant a plurality of selectable options for further defining predetermined features of the recommended financial account product," and "receiving the applicant's selected options for further defining the predetermined features of the recommended financial account product." *Walker* fails to disclose at least these recitations, and fails to disclose them in the arrangement recited in the claim.

Accordingly, for at least the above-outlined reason, *Walker* fails to disclose all of the subject matter recited in Applicants' amended independent claim 1. Therefore, the rejection of independent claim 1 under 35 U.S.C. § 102(b) is legally deficient, should be withdrawn, and the claim allowed.

Independent claims 6, 11, 22, 25, and 28, although of different scope, recite elements similar to those of independent claim 1, and are therefore allowable for at least the same reasons. Therefore, the rejection of independent claims 6, 11, 22, 25, and 28 under 35 U.S.C. § 102(b) is legally deficient, should be withdrawn, and the claims allowed.

Claims 2-5 depend from independent claim 1. Claims 7-10 depend from independent claim 6. Claims 12-21 depend from independent claim 11. Claims 23-24 depend from independent claim 22. Claims 26-27 depend from independent claim 25. Claims 29-30 depend from independent claim 28. As discussed above, *Walker* does not support a rejection of independent claims 6, 11, 22, 25, and 28. Therefore, dependent claims 2-5, 7-10, 12-21, 23-24, 26-27, and 29-30 are allowable for at least the same reasons as set forth above in connection with their corresponding independent claims.

II.   Conclusion

In view of the foregoing amendments and remarks, Applicants submit that the pending claims are neither anticipated nor rendered obvious in view of the cited art. Applicants therefore request reconsideration and reexamination of this application, and the timely allowance of the pending claims.

In addition, the Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statements are identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account No. 06-0916.

Respectfully submitted,

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Dated: March 12, 2008

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